#### Cases24242585600xmx1313 CIDION 11-9-1 File 10 1/30/2/44 DEstavision 1 D/dol/24eh2:38 13 age 12 casc 20 Exhibit Page 1 of 20

Fill in this information to identify the case:						
Debtor 1	MICHAEL AARON PRITCHARD					
Debtor 2 (Spouse, if filing)	JOI LYNN PRITCHARD					
United States	United States Bankruptcy Court for the: Northern District of Texas					
Case number	24-42560					

### Official Form 410

### **Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

1.	Who is the current creditor?	Nebraska Furniture Mart  Name of the current creditor (the person or entity to be paid for this clai	m)			
		Other names the creditor used with the debtor				
2.	Has this claim been acquired from someone else?	No Yes. From whom?				
an cre Fe Ba	Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?  Nebraska Furniture Mart	Where should payments to the creditor be sent? (if different)			
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name 5600 Nebraska Furniture Mart Dr #08444	Name			
		Number Street The Colony TX 75056-5348	Number Street			
		City State ZIP Code	City State ZIP Code			
		Contact phone 972-668-3939	Contact phone			
		Contact email ann.wilson@nfm.com	Contact email			
		Uniform claim identifier for electronic payments in chapter 13 (if you use	e one): 			
4.	Does this claim amend one already filed?	No ☐ Yes. Claim number on court claims registry (if known)	Filed on			
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?				
			EXHIBIT			
			n 1			

Official Form 410

**Proof of Claim** 

page 1

## Casas24242565660xnx1313 CIDIAG 19-1 Fillele 0 1/30/2/44 DEsterval nl D/d c/linde ht: 3813 age 12 est c 20 Exhibit Page 2 of 20

Part 2: Giv	e Informatio	on About the Claim as of the Date the Case Was Filed
Do you have you use to i debtor?	any number dentify the	No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 4 8 5
How much i	s the claim?	\$\$ 6,165.92 . Does this amount include interest or other charges?
		□ No
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
What is the	basis of the	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Ciaiiii		Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
		Limit disclosing information that is entitled to privacy, such as health care information.
		PMSI on household goods sold
Is all or part	of the claim	
secured?		Yes. The claim is secured by a lien on property.
		Nature of property:
		Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim  Attachment (Official Form 410-A) with this Proof of Claim.
		Motor vehicle PMSI on household goods gold
		Other. Describe: PIVISI OII HOUSEHOID GOODS SOID
		Basis for perfection: Revolving Charge Agreement
		Basis for perfection: INCVOIVING CHAIGE AGREEMENT  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for
		example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Value of property: \$5,367.01
		Amount of the claim that is secured: \$5,367.01
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7
		Amount necessary to cure any default as of the date of the petition: \$6,165.92
		Annual Interest Rate (when case was filed) 18 %  Fixed  Variable
). Is this claim	based on a	M No
lease?		Yes. Amount necessary to cure any default as of the date of the petition.
. Is this claim right of seto		M No
= '		☐ Yes. Identify the property:

## Casses 242 42 5 250 6 (h) x n x 1) 3 1 3 C | Dino 1 9 - 1 F | Fillet (b) 7 / 3 (b) / 4 4 D | Este | N a l n 1 D / 6 (c) / 3 (c) | B | 20 | Exhibit Page 3 of 20

	V						
12. Is all or part of the claim entitled to priority under	No Yes. Check			A			
11 U.S.C. § 507(a)?				Amount entitled to priority			
A claim may be partly priority and partly	11 U.S.C	support obligations (including alimo . § 507(a)(1)(A) or (a)(1)(B).	ny and child support) unde	\$			
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Up to \$3 personal	350* of deposits toward purchase, le family, or household use. 11 U.S.C.	ease, or rental of property o § 507(a)(7).	r services for \$			
,	bankrupt	calaries, or commissions (up to \$15,1 cy petition is filed or the debtor's bus . § 507(a)(4).	ys before the arlier. \$				
	☐ Taxes or	penalties owed to governmental unit	s. 11 U.S.C. § 507(a)(8).	\$			
	☐ Contribu	ions to an employee benefit plan. 11	U.S.C. § 507(a)(5).	\$			
	Other. S	pecify subsection of 11 U.S.C. § 507	a)() that applies.	\$			
	* Amounts a	e subject to adjustment on 4/01/25 and ev	ery 3 years after that for cases	s begun on or after the date of adjustment.			
Part 3: Sign Below							
The person completing	Check the approp	riate box:	· · · · · · · · · · · · · · · · · · ·				
this proof of claim must sign and date it.	I am the cred						
FRBP 9011(b).		litor's attorney or authorized agent.					
If you file this claim electronically, FRBP	☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.						
5005(a)(2) authorizes courts	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
to establish local rules specifying what a signature	Lunderstand that an authorized signature on this Proof of Claim serves as an acknowledgment that when coloridates the						
is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.						
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.						
years, or both. 18 U.S.C. §§ 152, 157, and	l declare under po	enalty of perjury that the foregoing is	true and correct.				
3571.	Executed on date	07/30/2024 MM / DD / YYYY					
	<b>Ann</b> Signature	Wilson		-			
	Print the name of	f the person who is completing an	d signing this claim:				
	Name	Ann Wilson First name Mide	ile name	Last name			
	Title	Lead Legal Coord	inator				
	Company	Nebraska Furnitur					
		Identify the corporate servicer as the cor	npany if the authorized agent i	s a servicer.			
	Address	5600 Nebraska Fu	rniture Mart D	r., #08444			
		The Colony	TX	75056-5348			
		City	State	ZIP Code			
	Contact phone	972-668-3939	Email	ann.wilson@nfm.com			
	. •						

## Casese42412585660 xmx1313 Claims 11-9-1 Fillet of 2/30/2/44 Destat that 1 D/d.cular a land 13 Claims 11-9-1 Fillet of 20 Exhibit Page 4 of 20

### **MERCHANDISE VALUATION**

Age/Descrption of Property:
One Year prior to filing:
13-24 Months:
65%
25-36 Months:
55%
37- 48 Months:
45%
49 Months or older:
25%

Small items 13 months and older: 15% Disposable goods, any age: 0%

(All Fair Market Values are based on original invoice price, including pad, underlayment, warranty, and excluding labor, tax, and delivery charges.)

<u>Secured</u> <u>Value</u>	Invoice Balance Due	FMV \$	FMV %	Purchase Price	Invoice #
\$351.63	\$729.81	\$351.63	65%	\$540.98	26631862
\$324.35	\$667.29	\$324.35	65%	\$499.00	67377548
\$319.77	\$319.77	\$267.17	100%	\$267.17	82285056
\$688.69	\$688.69	\$575.97	100%	\$575.97	82285049
\$774.94	\$774.94	\$649.99	100%	\$649.99	82282152
\$962.92	\$962.92	\$809.99	100%	\$809.99	82282160
\$1,944.71	\$1,944.71	\$1,642.97	100%	\$1,642.97	83564251
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	<u> </u>				
<u>\$5,367.01</u>	<u>\$6,088.13</u>	<u>\$4,622.07</u>		ARKET VALUE:	TOTAL FAIR MA

# Cases 242424565660 xmx1313 Claims 19-1 Filele to 1/2/0/2/24 DEsterval nl D/d N/2/4eh2:38 13 age 17 este 20 Exhibit Page 5 of 20 erm Screen Print - POPS-PROD 11:00:17 AM 30 Jul 2024

AccuTerm Screen Print - POPS-PROD		
AR.REV.PLN.INQ	NFM User System	Ex3L15074 07/30/24 11:00:14
A/R Custo	mer Revolving Plan Inqui	iry
= Account # Na	me/s MICHAEL PRITCHARD/:	JOÍ L PRITCHARD
= Plan Code REV Regular R	evolving Charge	Pmt Prot Declined
Remarks		
	AGING —	MISC INFO
Balance Due	Overdue 1-29	0.00 Date Opened 09/28/19
In Dispute 0.00		
On Deposit 0.00	Overdue 60-89	0.00 Last Pmt —
	Overdue 90-119	0.00 Pmt Date 08/28/23
		65.92 Pmt Amt 100.00
LAST STAT	EMENT INFO —	STILL DUE
Last Stm	Min Mthly Pmt	0.00 Late () 0.00
New Bal 6,165.92	Past Due Amt 6,16	55.92 Expected 6,165.92
Int-Brg Bal 0.00	Payment Due 6,16	55.92 Int-Brg 0.00
	Payment Due On 07/2	
PLAN STATUS-	TO VERDUE F	PLAN TALLIES —
Code 93HT BK13 HOU  **Bad Debt**	<u> </u>	3 Mo 4 Mo 5 Mo
**Bad Dept**		7 6 5
Bad Debted on 03/29/24	Last 05/02/24 06/02/24	1 07/02/24 07/02/24 07/02/24
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AccuTerm Screen Print - POPS-PROD 11:00:32 AM 30 Jul 2024

AR.O	PN.REV.DTL	A/B Onon Ti	NFM User S	Syster		Ex4L15074 (	07/30/24 1	1:00:30
- 18 M		A/R Open Ti				N	or_of Tran	
	Account # <b>EEE</b> # Reference	Description			/JOI L PRIT Amount		Plan Coo aring/Tern	
1	s82966	Late Fee	10/18/23	1	15.93	PP:Payment	Priority	FEE
2	s83006	Late Fee	11/17/23	1	15.81	PP:Payment	Priority	FEE
3	s83035	Late Fee	12/18/23	1	15.58	PP:Payment	Priority	FEE
4	s83003	Late Fee	01/17/24	1	15.35	PP:Payment	Priority	FEE
5	s82980	Late Fee	02/17/24	1	15.12	PP:Payment	Priority	FEE
6	s26631862CC	Electronics	11/27/22	2	729.81			
7	s67377548	Sleep/Beddi	12/28/22	2	667.29			
Ln#,	Show(P)romo,S	Show(ID),Hide	e(T)rm,Sho	ow(R)	mrks,(C)lsc	d,(S)crl,(M)	ore,(Q)ui	t

### Cases24242565660xmx1313 Claim: 1-9-1 Filele 07/30/2/44 Destendin1 Didulinae h2:38 12 age 19 cot 20 Exhibit Page 7 of 20

AccuTerm Screen Print - POPS-PROD 11:00:35 AM 30 Jul 2024

AR.	OPN.REV.DTL	A/R Open T	NFM User S ransaction	Syst 1 De	em E etail Inquiry	Ex4L15074 07/30/24 11:00:30
	=Account # <b>E</b> e# Reference	Description	HAEL PRITO TranDate	CHAR Gp	RD/JOI L PRITO Amount	Nbr of Trans 12 CHARD =Plan Code REV Int-Bearing/Terms
8	s82285056	Di/Wifi-Ele	08/11/23	2	319.77	
9	s82285049	Computer/El	08/13/23	2	688.69	
10	s82282152	Sleep/Beddi	08/19/23	2	774.94	
11	s82282160	Sleep/Beddi	08/25/23	2	962.92	
12	s83564251	Large Appli	09/03/23	2	1,944.71	
Ln#	,Show(P)romo,	Show(ID),Hide	e(T)rm,Sho	ow(R	t)mrks,(C)lsd,	,(S)crl,(M)ore,(Q)uit



Casse 2244425609 mxm 133 Claim 19-1 Filed OF BOYEAN

Customer Service: (972) 668-3000 or (844) 350-6278

4120 15:48

**REVOLVING CHARGE ACCOUNT** 





ORDER: SLD 26631862CC V 1 PG 1

DELIVERY/STORE COPY

**BUYER** 



called/Placed by: PSS:MICHAEL PRI

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH ARLINGTON !

TX 76001-5298

TAKEN-11/27<sub>15:48</sub>

Order Date: 11-27-2022 SUN Sold by: KC52

Ln	Qty	SKU	Serial No	Item Description	Price	Unit	T X	Extended Amount
1	. j 1	63475396 57111437		DMDTG-301-00351-02 OCULUS QUEST 2 VR-Oc KITAP-KSMFGA-Food Grinder Attachment-Wh	496.99 43.99	Each	Y.	496.99 43.99

**Buyer Contact Phone:** 

THANK YOU for choo

Home

371: Work

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

2022 HOLIDAY GIFTS POLICY: Unless stated otherwise above, NFM purchases made between Oct 1st and Dec 24th may be returned for Exchange, Refund or Store Credit until Jan 31, 2023.

REFUND METHOD: Your refund will be in the same form as the original purchase. However, when the item was purchased with cash or check in an amount greater than \$500, the refund will be in the form of a check issued from the Omaha office. Account holder photo identification is required for all cash refunds.

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon. Sat. 8 am. - 8 pm. / Sun 1 am. - 8 pm. Manufacturer rebate forms are available at nfm.com/rebate-center/

BIG IDEAS.

I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchas subject to the terms of my bank card agreement, it any portion of the purchase price is charged to that card.

NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in the 24th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understand that I may need to pay more than the minimum each month during the promotional period to avoid interest.

I acknowledge receipt of goods and/or services shown above.

	A. TOTAL		585.61
	DOWNPAYMENTS B. Deposit/Payments C. Pending Credits D. Payment Due	ē	0.00 0.00 \$0.00
DF24	E. FINANCED AMOUNT	=	585.61

Sub Total

DELIVERY:

540.98

0.00

·26631862CC V1P1 20055KC5256854



Case = 24442860 maxm133 Chaim 19-1 Filed 07

Customer Service: (972) 668-3000 or (844) 350-6278

4120 15:48

**REVOLVING CHARGE ACCOUNT** 

**2** Ø



67377548

#### NFM COPY

**BUYER** 



Called/Placed by: PSS:MICHAEL PRI

**DELIVERY ADDRESS:** 

Carrier: Nfm In Home Delivery {TF1}

MICHAEL PRITCHARD 3926 WENTWORTH DR ARLINGTON

TX 76001-5298

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH DR ARLINGTON

TX 76001-5298

**DEC - CALL** 

NFM will contact you when the order is ready.

Order Date: 11-27-2022 SUN Sold by: 7940 Shaun M x67098

Ln	Qty	sku	Ship Date	Item Description	Item Description		Unit	T X	Extended Amount
1	1	58749961	CALL	BEDGE-BGA012803-4/6 S5 Medium Mattress *FINA	L SALE*	499.00	Each	Y	

Delivery Contact Phone: 30 MIN AHFAD

**Buyer Contact Phone:** 

Home .. \_\_\_ \_\_/1; Wo

COMMENTS: Promotional Delivery - A00259

An NFM representative will contact you the day before, or by 10:00 AM the morning of delivery with a time window for your delivery/installation. NOTE: If you need to reschedule your delivery, please contact Customer Service no later than 2 days prior to your scheduled date. Buyer acknowledges, agrees, and consents to the documentation of delivery of the product(s) including through photographs taken by delivery personnel.

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

Due to disruptions in the international and domestic manufacturing, NFM may experience delays in your order's arrival. We work closely with our suppliers to avoid these delays, but some may be out of our control. We will keep you updated as soon as possible to any changes.-

\*FINAL SALE\* - Sale of merchandise noted above is considered final, Unless indicated otherwise, merchandise is in its original condition. If tagged "As-Is," merchandise condition at time of Sale is described above. \*NO RETURNS\*

We know your time is valuable, and that is why we use real-time pricing to give you the best price EVERY. SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less we will beat their price. See infm. com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm:com to:EMAIL:or. CHAT-with a: Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am = 8/pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart-for-your home furnishing needs, SHAUN M X67098, SHAUN.MCDERMOTT@NFM.COM

•		Sub Total	= '499	.00
I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card.		DELIVERY: Sis Tax 8.2500	+ 41	.00 .17
NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in the 24th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understand that I may need to pay more than the minimum each month during the promotional period to avoid interest.		A. TOTAL  DOWNPAYMENTS. B. Deposit/Payments C. Pending Credits.	- 0	
	DF24	D. Payment Due	<u></u> \$0	.00
XAuthorized Byser's Signature	Deferred 24 Months	•		

Coase 24442560 mmm1333 Chaim 119-11 Filled 107/1800/224 Descriptain 00/00/00/04 medit 38:32 age 123 cof
Exhibit P240 pe 10 of 20

Station

Customer Service: (972) 668-3000 or (844) 350-6278

4009 18:18

REVOLVING CHARGE ACCOUNT

SALE



ORDER: SLD 82285056 V 1 PG 1

#### DELIVERY/STORE COPY

**BUYER** 



Called/Placed by: PSS:MICHAEL PRI

MICHAEL PRITCHARD
JOI L PRITCHARD
3926 WENTWORTH DR
ARLINGTON TX 76001-5298

### TAKEN-08/11<sub>18:18</sub>

Order Date: 08-11-2023 FRI Sold by: 117180 BRANDON B

Ln	Qty	SKU	Serial No	Item Description	Price	Unit	T X	Extended Amount
1 2 3 4	1 1 1 1	64057169 53023446 53023495 42157487		BEATS-MPLL3LL/A-Beats Fit Pro Blue-Tida PEMAM-SS1658BKTW-4700-3pc Twin Sheet Se PEMAM-SS1658BKFU-4700-4pc Full Sheet Se CARPC-031374521495-Isocool Polyester Qu *FINAL SALE* PILLOWS ARE FINAL SALE ITEM - NO RETURNS/EXCHANGES	158.99 19.99 21.73 21.59	Each Each Each	YY	158.99 19.99 21.73 21.59
6	1 1	63515340 64312838		WITHI-T-AD4-035-141-BX-01-42/44/45/49 D LEGBR-EV-BEAST-GUN-Beast Everlast Gun S	19.88 24.99			19.88 24.99

Delivery Contact Phone: ¿

**Buyer Contact Phone:** 

Home

/ork

COMMENTS: CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE PROTECTION PLAN. CUSTOMER MAY ADD A PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY.

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

\*BEDG RTN\* Pillows, Pillow Protectors, Mattress Protectors and Adjustable Bases are FINAL SALE and not returnable once the package has been opened.

\* CUSTOMER PLEASE NOTE \* Sale of merchandise noted above is considered final. Merchandise condition at time of sale is described above. Blemishes or defects may be present and item may be missing manuals and other materials. NFM is not responsible for replacing these materials or manuals. All manufacturer warranties apply.

PURCHASE POLICY: Unless stated otherwise above, Computers, Digital Cameras, Computer/Digital Camera related equipment/accessories, Drones and Fitness Equipment may be returned for Exchange, Refund or Store Credit up to 14 days after receipt. Other merchandise may be returned up to 30 days after. All returns must be complete and in the same condition as originally purchased; receipt and original packaging is required. Labor, Delivery and Installation charges are non-refundable. Returns and exchanges are at Nebraska Furniture Mart's discretion.

REFUND METHOD: Your refund may be in the same form as the original purchase. However, when the item purchased with cash or check in an amount greater than \$500, the refund will be in the form of a check issued from the Omaha office. Orders paid with a check will be refunded by mail a minimum of 14 days after the original payment was made. Account holder photo identification is required for all cash refunds.

ORDER: SLD 82285056 V 1 PG 2

#### DELIVERY/STORE COPY

#### \* \* \* DOCUMENT CONTINUED FROM PREVIOUS PAGE \* \* \*

MICHAEL PRITCHARD
JOI L PRITCHARD
3926 WENTWORTH DR
ARLINGTON TX 76001-5298

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am - 8 pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart for your home furnishing needs, BRANDON B, BRANDON.BOURQUE@NFM.COM

Sub Total 267.17 I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card. DELIVERY: 0.00 8,2500 22.04 S1s Tax NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in the 6th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understand that I may need to pay more than the minimum each month during the promotional period to avoid interest. TOTAL 289.21 **DOWNPAYMENTS** B. Deposit/Payments 0.00 C. Pending Credits 0.00 I acknowledge receipt of goods and/or services shown above. D. Payment Due \$0.00 DF06 E. FINANCED AMOUNT 289.21 Deferred Int 06 Mo Authorized Buyer's Signature

Case 24-442566-0 m xxxx 113.3 Clization 119.11 Hiller bio 1703001224 Dieste Malific Dibo Vanhei at 38:38 age Descof F2:0ge 12 of 20 Exhibit

Customer Service: (972) 668-3000 or (844) 350-6278 Station

14233 11:03 08/13/23

**REVOLVING CHARGE ACCOUNT** 



ORDER: SLD 82285049 V 2 PG 1

#### DELIVERY/STORE COPY

**BUYER** 



Called/Placed by: PSS:MICHAEL PRI

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH DR ARLINGTON TX 76001-5298

## TAKEN-08/13<sub>11:03</sub>

Order Date: 08-11-2023 FRI Sold by: 115764 Anubhav K x66058

Ln	Qty	SKU	Serial No	Item Description	Price	Unit	TX	Extended Amount
1	1	62663786		LENOV-82RA000DUS-16 2in1 R7 16gb 512gb	575.97	Each	Υ	575.97

**Delivery Contact Phone:** 

**Buyer Contact Phone:** 

Hom

Work

PRICE PER FLRSA FINAL SALE ITEM FLOOR COMMENTS: CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE PROTECTION PLAN. CUSTOMER MAY ADD A PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY.

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

PURCHASE POLICY: Unless stated otherwise above, Computers, Digital Cameras, Computer/Digital Camera related equipment/accessories, Drones and Fitness Equipment may be returned for Exchange, Refund or Store Credit up to 14 days after receipt. Other merchandise may be returned up to 30 days after. All returns must be complete and in the same condition as originally purchased; receipt and original packaging is required. Labor, Delivery and Installation charges are non-refundable. Returns and exchanges are at Nebraska Furniture Mart's discretion.

REFUND METHOD: Your refund may be in the same form as the original purchase. However, when the item purchased with cash or check in an amount greater than \$500, the refund will be in the form of a check issued from the Omaha office. Orders paid with a check will be refunded by mail a minimum of 14 days after the original payment was made. Account holder photo identification is required for all cash refunds.

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am - 8 pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart for your home furnishing needs, ANUBHAV K X66058, ANUBHAV.KHETADE@NFM.COM

575.97 **Sub Total** I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card. 0.00 DELIVERY: 8.2500 Sls Tax 47.52 NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in th 12th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understan that I may need to pay more than the minimum each month during the promotional period to avoid interest. TOTAL 623.49 **DOWNPAYMENTS** B. Deposit/Payments 0.00 0.00 C. Pending Credits I acknowledge receipt of goods and/or services shown above. D. Payment Due \$0.00 CPU4 E. FINANCED AMOUNT 623.49 Deferred 12 Months Authorized Buyer's Signature

#### Case 22442560 mxm1133 Claim 11911 Filest 1017/307224 Diese notalia 100/00/24 Alas 38:38 age 125 of P200 13 of 20 Exhibit

Customer Service: (972) 668-3000 or (844) 350-6278

2006 17:38

REVOLVING CHARGE ACCOUNT



ORDER: SL 82282152 V 1 PG 1

NFM COPY

**BUYER** 



ARLINGTON

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH DR

lailed/Placed by: PSS:MICHAEL PRI

**DELIVERY ADDRESS:** 

Shipper: Nfm {TDW}

MICHAEL PRITCHARD 3926 WENTWORTH DR ARLINGTON

TX 76001-5298

Shipment Arriving On: 08/19/23 SAT

TX 76001-5298

Order Date: 08-11-2023 FRI Sold by: 7035 Henry L x66326

Ln	Qty	SKU	Ship Date	Item Description		Price	Unit	T X	Extended Amount
_1	1	63910707	08/19	BEDGE-BGA025801-3/3 S5 Ls Mattress *MAT	T PLCY*	649.99	Each	Υ	649.99

**Delivery Contact Phone: 30 MIN AHEAD** 

**Buyer Contact Phone:** 

Home

Jork.

DELIVERY/INSTALL COMMENTS: ATTENTION DRIVER: PLEASE NOTIFY CUSTOMER WHEN YOU ARE ON THE WAY

COMMENTS: CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE PREMIUM PLAN. CUSTOMER MAY ADD THE PREMIUM PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY. CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE BASIC PLAN. CUSTOMER MAY ADD THE BASIC PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY. PO ARRIVAL SUBJECT TO VENDOR DELAYS CUST UNDERSTAND ABOUT DELAYS Promotional Delivery - A00266

An NFM representative will contact you the day before, or by 10:00 AM the morning of shipping date with a time window for arrival.

IMPORTANT: With this shipping service, merchandise will be placed on the nearest driveway, sidewalk, or inside your garage. Merchandise remains boxed and drivers cannot unbox or bring the merchandise into a home.

Some merchandise requires assembly and it will be the customer's responsibility to assemble delivered merchandise. If you are interested in having your merchandise delivered and set up inside your home please consider contacting

Customer Service and asking about alternative delivery options (additional fees may apply.)

NOTE: If you need to reschedule your delivery, please contact Customer Service no later than 2 days prior to your scheduled date. Buyer acknowledges, agrees, and consents to the documentation of delivery of the merchandise including through photographs taken by delivery personnel.

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

Due to disruptions in the international and domestic manufacturing, NFM may experience delays in your order's arrival. We work closely with our suppliers to avoid these delays, but some may be out of our control. We will keep you updated as soon as possible to any changes.

- \*MATT PLCY\* \*\*Comfort and Price Guarantee\*\*
- 1. Mattresses are final sale unless a NON-REFUNDABLE PREMIUM MATTRESS PROTECTION PAD is purchased from NFM at the time of mattress purchase.
- Your mattress must be clean, undamaged, free from stains and the "DO NOT REMOVE UNDER PENALTY OF LAW" label must be intact.
- 3. A PREMIUM mattress protection pad must be purchased from NFM at the time of your mattress order. MATTRESS PROTECTION PADS ARE NON-REFUNDABLE).
- 4. Because it takes time for your mattress to feel just right, we require waiting 30 days before reselection.
- 5. This policy allows for one reselection within 30-120 days of the original delivery date of the first mattress with a \$69.99 restock fee.
- 6. Excludes special orders, final sales, floor samples, and adjustable bases.
- 7. Standard transportation/delivery charges apply. Free delivery promotions do not apply on exchanges under this policy.
- 8. All exchanges must be for the same size mattress set.
- 9. Mattress returns outside of this policy are subject to additional restocking fees or denial of return.
- 10. Unless an ENVIRONMENTAL BEDDING FEE has been charged above, no mattress or box springs will be removed from your home.

This is page 1 of 2 pages.

ORDER: SL 82282152 V 1 PG 2

NFM COPY

#### \* \* \* DOCUMENT CONTINUED FROM PREVIOUS PAGE \* \* \*

MICHAEL PRITCHARD
JOI L PRITCHARD
3926 WENTWORTH DR
ARLINGTON TX 76001-5298

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am - 8 pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart for your home furnishing needs, HENRY L X66326, HENRY.LEMUS@NFM.COM

Sub Total 649.99 I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card. DELIVERY: 0.00 S1s Tax 8.2500 53.62 NOTICE: This purchase has promotional DEFERRED INTEREST terms, Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in the 24th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understan that I may need to pay more than the minimum each month during the promotional period to avoid interest. TOTAL 703.61 **DOWNPAYMENTS** B. Deposit/Payments 0.00 C. Pending Credits 0.00 D. Payment Due \$0.00 **DI24** E. FINANCED AMOUNT 703.61 Deferred 24 Months Authorized Buyer's Signature

Cese 24-42560 mxm133 Claim 1911 Hited 070300224 Describation 07000000 and 68138: 33 age 0.125 of F230ge 15 of 20 Exhibit

Customer Service: (972) 668-3000 or (844) 350-6278

2006 17:38

REVOLVING CHARGE ACCOUNT

SALF



ORDER: SL 82282160 V 1 PG 1

NEM COPY

**BUYER** 



Called/Placed by: PSS:MICHAEL PRI

**DIRECT SHIP ORDER:** 

Carrier: Factory Direct Ship

MICHAEL PRITCHARD 3926 WENTWORTH DR ARLINGTON T

TX 76001-5298

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH DR TX 76001-5298 ARLINGTON

**AUG - CALL** 

NFM will contact you when the order is ready

Order Date: 08-11-2023 FRI Sold by: 7035 Henry L x66326

Ln	Qty	SKU	Ship Date	Item Description	Price	Unit	T X	Extended Amount
1	1	64253917	CALL	GIWEB-GX000937AAP-T/F Storage Bunk Bed- *RTA ITEM* ESPRESSO FINISH: ESPRESSO HDWR	809.99	Each	Υ	809.99

**Delivery Contact Phone: 30 MIN AHEAD** 

**Buyer Contact Phone:** 

Home

<u>ጉጉ ፡ '1;</u> Work 81

DELIVERY/INSTALL COMMENTS: ATTENTION DRIVER: PLEASE NOTIFY CUSTOMER WHEN YOU ARE ON THE WAY

COMMENTS: CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE PREMIUM PLAN. CUSTOMER MAY ADD THE PREMIUM PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY. CUSTOMER HAS DECLINED THE OFFER FOR NFM'S SQUARETRADE BASIC PLAN. CUSTOMER MAY ADD THE BASIC PLAN UP TO 90 DAYS AFTER PICKUP OR DELIVERY. PO ARRIVAL SUBJECT TO VENDOR DELAYS CUST UNDERSTAND ABOUT DELAYS

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

Due to disruptions in the international and domestic manufacturing, NFM may experience delays in your order's arrival. We work closely with our suppliers to avoid these delays, but some may be out of our control. We will keep you updated as soon as possible to any changes.

\* RTA (READY TO ASSEMBLE) ITEM \* - The RTA item(s) noted above are sold new with full manufacture's warranties. If any parts are missing or damaged, please contact the manufacturer via their toll free number. Returns are allowed for RTA items in their original UNOPENED box with receipt within 30 days of purchase. NFM does not offer assembly for this item.

This is page 1 of 2 pages.

ORDER: SL 82282160 V 1 PG 2

NFM COPY

#### \* \* \* DOCUMENT CONTINUED FROM PREVIOUS PAGE \* \* \*

MICHAEL PRITCHARD
JOI L PRITCHARD
3926 WENTWORTH DR
ARLINGTON TX 76001-5298

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am - 8 pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart for your home furnishing needs, HENRY L X66326, HENRY.LEMUS@NFM.COM

Sub Total 809.99 I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card. DELIVERY: 0.008.2500 66.82 Sls Tax NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in the 24th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understan that I may need to pay more than the minimum each month during the promotional period to avoid interest. TOTAL 876.81 **DOWNPAYMENTS** B. Deposit/Payments 0.00 C. Pending Credits 0.00 D. Payment Due \$0.00 **DI24** E. FINANCED AMOUNT 876.81 Deferred 24 Months Authorized Buyer's Signature

#### Case 2442560 many 191 Filesto 191 Fil Exhibit F290ge 17 of 20

Station

Customer Service: (972) 668-3000 or (844) 350-6278

2414 11:13

REVOLVING CHARGE ACCOUNT





ORDER: SL 83564251 V 1 PG 1

NFM COPY

**BUYER** 

ARLINGTON

MICHAEL PRITCHARD JOI L PRITCHARD 3926 WENTWORTH DR

lailed/Placed by: PSS:MICHAEL PRI

TX 76001-5298

**DELIVERY ADDRESS:** 

Carrier: Nfm In Home Delivery {TEX}

MICHAEL PRITCHARD 3926 WENTWORTH DR ARLINGTON TX 76001-5298

In Home Delivery On: 09/03/23 SUN

Order Date: 09-02-2023 SAT Sold by: 7632 Henry L x66528

Ln	Qty	SKU	Ship Date	Item Description	Price	Unit	T X	Extended Amount
1 3 4	1 1 1	54809116 55262133 43294362	09/03	GENEL-GSS25IYNFS-Refer 25.1cf Sxs W/Dis STAPP-RNF- MA1499RN5A-5yr Majapp 1000-1 *SQTD* PETRA-AQU1472(IM72SS)-Ice Mkr Dual Brai	1383.99 249.99 8.99		Y	1,383.99 249.99 8.99

**Delivery Contact Phone: 30 MIN AHEAD** 

**Buyer Contact Phone:** 

Home

; Work

DELIVERY/INSTALL COMMENTS: ATTENTION DRIVER: PLEASE NOTIFY CUSTOMER WHEN YOU ARE ON THE WAY PLEASE SET UP PLEASE LEVEL AND ALIGN PLEASE REMOVE DOORS IF NEEDED TO GET THROGH DOORWAYS

COMMENTS: Promotional Delivery - A00269

An NFM representative will contact you the day before, or by 10:00 AM the morning of delivery with a time window for your delivery/installation. NOTE: If you need to reschedule your delivery, please contact Customer Service no later than 2 days prior to your scheduled date. Buyer acknowledges, agrees, and consents to the documentation of delivery of the product(s) including through photographs taken by delivery personnel.

NOTE: Credit/Debit Cards are accepted for purchases; however we CANNOT accept Account Payments by Credit Card.

\*SQTD\* Thank you for investing in SquareTrade Protection. SquareTrade claims must be submitted within 30 days of the incident at https://www.squaretrade.com/nfm, or the SquareTrade app on your mobile device, or by contacting SquareTrade Customer Service at 1-877-927-7268.

PURCHASE POLICY: Unless stated otherwise above, purchases made at NFM may be returned for Exchange, Refund or Store Credit up to 30 days after receipt. All returns must be complete and in the same condition as originally purchased; receipt and original packaging is required. Labor, Delivery and Installation charges are non-refundable. Returns and exchanges are at Nebraska Furniture Mart's discretion.

REFUND METHOD: Your refund will be in the same form as the original purchase. However, when the item purchased with cash or check in an amount greater than \$500, the refund will be in the form of a check issued from the Omaha office. Orders paid with a check will be refunded by mail a minimum of 14 days after the original payment was made. Account holder photo identification is required for all cash refunds.

This is page 1 of 2 pages.

ORDER: SL 83564251 V 1 PG 2

NFM COPY

#### \* \* \* DOCUMENT CONTINUED FROM PREVIOUS PAGE \* \* \*

MICHAEL PRITCHARD
JOI L PRITCHARD
3926 WENTWORTH DR
ARLINGTON TX 76001-5298

We know your time is valuable, and that's why we use real-time pricing to give you the best price EVERY.SINGLE.DAY. If for some reason you find an identical item at another reputable retailer for less, we will beat their price. See nfm.com for full details.

If you have any questions about your order, we are happy to help you. Please CALL the Customer Service number found at the top of this document or go to our website at www.nfm.com to EMAIL or CHAT with a Customer Service representative. Please note our Customer Service SUPPORT HOURS are: Mon-Sat 8 am - 8 pm / Sun 11 am - 8 pm.

Manufacturer rebate forms are available at nfm.com/rebate-center/

THANK YOU for choosing Nebraska Furniture Mart for your home furnishing needs, HENRY L X66528, H.LIVINGSTONVIII@NFM.COM

**Sub Total** 1.642.97 I agree my purchase is subject to the terms of my NFM Revolving Charge Agreement and the terms of this purchase described above and on the reverse side or which follow. Until fully paid, NFM retains a security interest under the Uniform Commercial Code in the merchandise described within. I further agree my purchase is subject to the terms of my bank card agreement, if any portion of the purchase price is charged to that card. DELIVERY: 0.00 8.2500 Sls Tax 135.55 4 NOTICE: This purchase has promotional DEFERRED INTEREST terms. Interest accrues at 18% APR from date of delivery, but will be waived if the full purchase price owing to NFM is paid on or before the payment due date in th 24th month following delivery. I understand that MINIMUM MONTHLY PAYMENTS are required and that, if I make a late payment, promotional terms may be canceled and accrued interest may be added to my balance. I understant that I may need to pay more than the minimum each month during the promotional period to avoid interest. **TOTAL** 1,778.52 **DOWNPAYMENTS** B. Deposit/Payments 0.00 C. Pending Credits 0.00 D. Payment Due \$0.00 D124 E. FINANCED AMOUNT 1.778.52 Deferred 24 Months

Page 19 of 20 **Exhibit** 

NOTICE regarding Texas sales: For questions or complaints about this contract, contact NFM at 1(800) 359-1200 or Nebraska Furniture Mart, Inc.; 700 572 55, Chiang, NE 68114. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract, if a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, TX 78705. Phone: (800) 538-1579. Fax (512) 936-7610. Website: occc.texas.gov. E-mait. 6. NOTICE regarding Texas sales: For questions or complaints about this contract, contact NFM at 1(600) 359-1200 or Nebraska Furniture Mart, Inc.; 700 S

consumer.complaints@occc.texas.gov.

7. ARBITRATION: NFM and I agree that any claim or dispute ("Claim") between me and NFM and/or between me and NFMs employees, directors, owners, subsidiaries, affiliates, agents or representatives arising from or relating to this agreement (whether contract, tort, equity or statutory), may, at the election of any such party, be resolved exclusively through binding mandatory arbitration with the American Arbitration Association or relating to this agreement (whether contract, tort, equity or statutory), may, at the election of any such party, be resolved exclusively through binding mandatory arbitration with the Claim and not a Claim and any counterclaim are an individual ("AAA") or another mutually acceptable arbitration association, except that (a) any party may file a case in a small claims court as long as it remains in such count and the Claim and not as a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any counterclaim I may bring in such action shall be brought on an individual basis only and not as a class action. NO Claim and not a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any counterclaim I may bring in such action shall be brought on an individual basis only and not as a class action. NO Claim and not a class action, and (b) if NFM sues in court to collect amounts I owe, I agree that any bring in such action shall be brought on an individual basis only and not as a class action. NO Claim and not a class action, and (b) if NFM sues arbitration are an individual party and the Claim and not a class action, and (b) if NFM sues arbitration are an individual party and arbitration of a class action in any form. The arbitrator shall not award relief in a form or amount that exceeds THE RIGHT TO A JURY. The arbitrator shall not have the right to grant any class action in any form. The arbitrator shall not award relief in a form or amount that exceeds THE RIGHT TO A JURY. The arbitrator shall not have t

Annual Percentage Rate (APR) for Purchases	18%
How to Avoid Paying Interest	Your payment due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at www.consumerfinance.gov.
Penalty Fees	
Late Payment	Up to \$25
Returned Payment	Up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided with the account opening disclosures.

Security Interest: To the extent allowed by applicable law, a purchase money security interest will be taken in merchandise purchased under the account.

NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.

I have read and agree to the terms of the Nebraska Furniture Mart Revolving Charge Agreement (both sides) and all applicable disclosures required by federal law. I acknowledge receipt of a copy of this agreement.

Cardholder

ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF

ver005 12-2016

### **BILLING RIGHTS SUMMARY**

### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Nebraska Furniture Mart, Inc., NFM BILLING INQUIRIES DEPARTMENT, PO BOX 3000, Omaha, NE 68103.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Nebraska Furniture Mart, Inc., NFM BILLING INQUIRIES DEPARTMENT, PO BOX 3000, Omaha, NE 68103.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent (and exercise other rights per your agreement with us).

### Cases 2424256900 xmx1313 Claim: 1-9-1 Fifeth 07/30/0424 Destelven 1 Dan 124en 2:381339 10 cs 20 Nebraska furniture mart revolving charge apirtementage 20 of 20

- 1. I (Cardholder) agree to pay for all purchases charged to my account by me or any person authorized to use the account in accordance with the terms of this agreement. My liability is joint and several with any rights and authorizations as though a party to the account or this agreement. Any person authorized to use the account, by use of the account, accepts the terms of this agreement and grants the same Kansas, Inc., TXFM, Inc., Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM"). All rights to payment are assigned to Nebraska Corporation, and its wholly owned subsidiaries, NFM of the prior approval of NFM. Except for the arbitration provisions, NFM has the right to change any terms of this agreement by sending me a written notice. Use of the cardicharges to the account 14 days be described in any such notice. I may have the right to relact such change before the effective date and close the account.
- 2. I and any authorized person by use of the account grant to NFM a purchase money security interest to the fullest extent allowed under the Uniform Commercial Code and all applicable law in all merchandise purchased under this agreement, until fully paid. I agree that the purchase of such merchandise is for personal, family, or household use only. NOTICE: If payments are not made as agreed, or the account is otherwise in become accessions to other merchandise. No merchandise purchased under this agreement will not become fixtures nor shall the merchandise end under this agreement is intended to serve as collateral or security for any other purchase. NFM has elected not to cross-collateralize the items

3. If I charge a service contract or extended warranty to my account, I agree that NFM may, upon my default and with such notice and compliance with any other requirements of applicable law, contact the issuer, cancel the contract or warranty, and collect the unearned premiums, if any, for application against my account balance.

4. I will keep the merchandise purchased in good condition and feet from lient and other security interests, will now promptly all toward and destroy or dispose of the merchandise purchased.

- I will keep the merchandise purchased in good condition and free from liens and other security interests, will pay promptly all taxes and assessments thereon and will not destroy or dispose of the merchandise or encumber it until NFM has been paid in full for said merchandise. Loss or damage to merchandise will not release me from the obligation to pay after I have accepted delivery of said merchandise. I agree and understand that NFM is authorized to take all necessary action to perfect and continue perfection of its security interest in all merchandise purchased pursuant to this agreement. This writing contains the full, final and exclusive statement of the parties. NFM reserves the right to demand
- Promotional Purchases
  interest will be deferred until the end of the promotion, as long as monthly payments are timely received by NFM. An average daily balance subject to interest which carries promotional deferred interest terms includes prior interest accrued. This accrued interest will be included in the balance for purposes of the interest calculation until the purchase amounts are fully paid. If the purchase amounts are fully paid before the end of the promotional terms may be canceled and all interest accrued from the date of delivery may be added to my balance payable. I understand that if I fail to make on-time payments, all 1 understand any ourchases I make under promotional identified as "Promotional Interest" accrue interest from the date of delivery using the Average Daily Relations method described below. I understand that if I fail to

- 7. I understand any purchases I make under promotions identified as "Promotional Interest" accrue interest from the date of delivery using the Average Daily Balance method described below. I understand that if I fail to make on-time payments, all promotional terms may be canceled and my balance will revert to the regular interest rate. Inderstand any purchases I make under promotions identified as "Level Payment" or "Fixed Payment" will require minimum payments fixed such that the qualified purchase balance will be paid in full during the promotional period, with minimum payments calculated as the balance divided by the remaining months in the promotional term, rounded up to next higher dollar amount. Adjustments and rounding may cause some surface in the minimum payments. I understand the Minimum Monthly Payment required on my monthly billing statement will be calculated as explained in paragraph 10 below.

  I understand the terms of this agreement apply to all purchases and that any promotional terms that are different from the terms in this agreement will be explained on promotional advertising or other disclosures provided to me. I understand I may need to pay more than the minimum payment required each month in order to have purchases fully paid before the end of promotional periods. I understand any remaining belance
- reduces and the terms of the agreement apply to an purchases and that any promotional terms that are different from the terms in this agreement will be explained on promotional periods. I understand any remaining behance still owed at the end of the promotional period will revert to the regular interest rate and will continue to accrue interest at that rate until fully paid.
- 10. If I have a balance on my account or if transactions have occurred within a statement period, NFM will send me a statement. It will show a date identified as the Statement Date, and will show the total balance payable Statements and Payments Three a basine on my account or it transactions have occurred within a statement period, form will send me a statement. It will show a date identified as the New Balance. I can pay the total balance on my account at any time. I agree to pay at least the amount identified as the Minimum Monthly Payment on or before the Payment Due Date specified on the statement, which will be a minimum of 21 days from the Statement Date. The Minimum Monthly Payment will be the sum of any late, returned payment and insurance fees, plus any whichever is greater, not to exceed the balance owed. I can always pay more than the Minimum Monthly Payment. I understand the unpaid portion of all charges, with both regular and promotional terms (excluding the "Deformal Interest") will be included in the calculation of the Minimum Monthly Payment. I understand the unpaid portion of all charges, with both regular and promotional terms (excluding whichever is greater, not to exceed the basence owed. I can aways pay more than the winimum monthly Payment. I understand the unpaid position of all charges, with controgues and promotions terms to control the Deferred Interest") will be included in the calculation of the Minimum Monthly Payment.

  NOTICE: If I pay the New Balance on or before the Payment Due Date, no interest charge will be added to my balance payable for that month. Otherwise, interest charges accrue from the date each

- Unless applicable law otherwise requires, payments will be applied first to outstanding late, returned payment and insurance fees, and promotional purchases with an outstanding "Level Payment" or "Fixed Payment" due. Next, any remaining amount of the Minimum Monthly Payment, as well as any excess over the Minimum Monthly Payment, will be applied first to amounts with promotional "Deferred Interest" terms during the list two cycles of the promotional period; next to interest-bearing amounts, in interest rate order, higher rates first; then to other amounts with promotional "Deferred Interest" terms in the order of expiration, soonest Interest terms in the order of expiration, soonest labelance.
- I hereby authorize NFM to charge to my account any purchase which I or any person authorized to use the account make via telephone or the internet. I and any authorized person understand that, at the time of security interest as described above. I acknowledge that purchases made by me or any authorized person via telephone or the internet. I understand that any purchases made in this manner will be subject to a purchase of any such authorized person. I and any such authorized person via telephone or the internet will not be documented by a sales receipt bearing my initials or signature or pay for the purchase unless I have properly compiled with the billing dispute procedures as selected to best in these circumstances will not be a valid basis to dispute NFM's security interest or my obligation to NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.

- NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.

  NOTICE: If I do not pay the total New Balance by the Payment Due Date, an Interest charge will be added to the account for the current billing period. THE INTEREST CHARGE WILL BE A PERIODIC TO Calculate the Average Daily Balance, NFM will take the beginning balance of my account each day, add any new purchases or charges, and subtract any payments or credits. This gives NFM the
- daily balance. Then NFM will add all the daily balances from the billing cycle and divide the total by the number of days in the billing cycle. This gives NFM the Average Daily Balance.

  Default and Acceleration
- '. If I fail to make payments as agreed, or I am otherwise in default, my entire balance (including all interest previously deferred) may, at NFM's option and after such notice, opportunity to cure and/or other requirements of applicable law, become due and payable. NFM's waiver of any default shall not operate as a waiver of any other default. I agree to pay reasonable expenses, court costs and attornay fees incurred by NFM to the extent allowed by applicable law if NFM elects to enforce its rights under this agreement, including but not limited to repossessing its collateral without breach of the peace, or any other rights with regard to its security
- NOTICE: If I fail to make my Minimum Monthly Payment within the number of days shown below, NFM may, Other Charges and Fees to the extent allowed by applicable law, charge me a late payment fee as shown below which will be added to my balance. No late payment fee shall exceed \$25 or the Minimum Monthly Payment due.

Nebraska Residents after 10 days late \$5 or 5% of the unpaid amount, whichever is greater Iowa Residents after 10 days late \$5 if the unpaid amount is \$25 or less \$10 if the unpaid amount is over \$25 Kansas Residents after 10 days late Missouri Residents \$5 if the unpaid amount is less than \$25 after 10 days late \$10 If the unpaid amount is \$25 or more Texas Residents after 21 days late Oklahoma Residents after 10 days late \$22 or 5% of the unpaid amount, whichever is greater Louisiana Residente after 10 days late \$10 or 5% of the unpaid amount, whichever is greater Arkansas Residents after 10 days late \$25, or the maximum permitted by applicable law, whichever is less Residents of other states after 10 days late

19. NOTICE: If I make any payment that is not honored by the bank on which it is drawn or is returned, NFM may, to the extent allowed by applicable law, charge me a returned payment fee as shown below which will be added to my balance. No returned payment fee shall exceed \$25.

turned payment ree snan exc	ceu \$25.
Nebraska Residents	\$15
lowa Residents	\$20
Kansas Residents	\$25 after written notice
Missouri Residents	\$20
Texas Residents	\$15
Oklahoma Residents	\$25
Louisiana Residents	\$25
Arkansas Residents	\$25
Residents of other states	\$25, or the maximum permitted by applicable law, whichever is less

I hereby authorize NFM to utilize information from any credit reporting agency at its option to periodically evaluate my credit rating and to make credit decisions based upon that information. This is a continuing authorization and may be terminated only by written revocation delivered to NFM pursuant to paragraph 21.

I understand that the address given with my application, or my email address, as per my request, is the address to which NFM will send any written notices to me required hereunder. In the event the address cannot for written notice numbers 1 change address. NFM is authorized to use the address I give in regard to the most recent transaction on the account. In the event I change addresses I must notify NFM in writing of such change of address. NFM's address

for written nouce purposes is: 700 5 72" St. Umana, NE 06114.

I understand any phone number or email address I provide in connection with this account, including personal or work email, land line or mobile phone, may be used by NFM or its subsidiaries, affisiates or debt automated dialing systems. I acknowledge that certain of these calls may result in telecommunications charges to me.

For all returned, exchanged, or canceled merchandise, I agree to pay a reasonable fee to be determined by NFM. Such charges will be subject to the same terms as my purchases. I agree to the terms printed on the front and reverse sides of, or which are provided with or as attachments to the NFM sales receipt, which are incorporated herein by this reference. This agreement shall be governed by and construed under federal laws and the laws of the state of Nebraska, except to the extent described in paragraphs 18 and 19 above or determined to be subject to other state

It is NFM's Intent to compty with all federal and state laws and regulations which might cover any transaction under this agreement. Consequently, if there is a conflict between any term or condition of this agreement and applicable federal or state law or regulation, this agreement will be interpreted in such a way as to conform with the requirements of such law or regulation and, to the extent any non-conformity cannot be resolved the term or condition will be construed to have been omitted from this agreement. Any interest agreement and the requirements of such law or regulation and, to the extent any non-conformity cannot be resolved.